

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

In re: STONY POINT LAND, INC.,)	Case No. 10-31740-KRH
)	Chapter 11
Debtor.)	
)	
STONY POINT LAND, INC.,)	
)	
Plaintiff,)	
)	
v.)	APN 10-03104-KRH
)	
SIMONS HAULING COMPANY, INC.,)	
)	
Defendant.)	
)	

INITIAL DISCLOSURES OF STONY POINT LAND, INC.

Stony Point Land, Inc. (“Stony Point”), by the undersigned counsel, and pursuant to Rule 7026(a)(1) of the Federal Rules of Bankruptcy Procedure and Rule 26(a)(1) of the Federal Rules of Civil Procedure, and submits the following Initial Disclosures:

I. Identification of individuals likely to have discoverable information regarding the claims and defenses of Stony Point.

Stony Point believes the following individuals are likely to have discoverable information that Stony Point may use to support its claims and/or defenses:

- a. Mark Putney, President of Stony Point Land, Inc.
- b. Rob Loftis, Loftis Real Estate and Development, Inc.
- c. Representatives of Franklin Federal Savings & Loan Association, including Lynn Tickle.

- d. Representatives of Simons Hauling Company, Inc. (“Simons Hauling”),
including:
 - i. Joey Simons;
 - ii. Wayne Greenwood;
 - iii. Chris Simons; and
 - iv. Sam Foltz.
- e. Inspectors with the City of Richmond.
- f. The subcontractors and suppliers of Simons Hauling on the Project, including:
 - i. Marlin Marietta Materials, and
 - ii. Spanish Quality Concrete.
- g. Contractors which completed the work that Simons Hauling did not complete at
the Project, including:
 - i. Blakemore;
 - ii. Barfield Concrete;
 - iii. Charles Higgs Excavating;
 - iv. Piedmont Construction; and
 - v. Class A Grounds Management.

**II. Copy or description of all documents, data compilations, or tangible things that
Stony Point may use to support its claims or defenses.**

Stony Point anticipates that it will support its claims and/or defenses in this matter with
the following documents:

- a. The Contract between Stony Point and Simons Hauling on the Project;
- b. The Contract Documents, including plans, plans and specifications;
- c. The Applications for Payment of Simons Hauling;
- d. The schedules prepared by Simons Hauling;
- e. All correspondence concerning the Project, including electronic mail;

- f. The invoices submitted by the contractors which completed the work at the Project;
- g. The Loan documents of Franklin Federal Savings;
- h. The mechanic's lien and related documents of Simons Hauling and its subcontractors;
- i. The pleadings in the Adversary Proceedings in this matter; and
- j. The Project files of Simons Hauling and Stony Point.

III. Stony Point's damages.

Stony Point's damages are related to delay in the completion of the project and failure of Simons Hauling to complete its work on the Project.

The delay period is October 16, 2007 (revised scheduled completion date) to August 26, 2008 (infrastructure completion date). Total delay period: 315 days.

Damages of \$354,970.09 include the following:

• Additional interest (Franklin Federal Savings)	\$ 185,000.00
• Loan Extension Fee (Franklin Federal Savings)	\$ 17,824.64
• Additional Property Taxes	
○ 2007: \$3,201.37 (prorated)	
○ 2008: \$44,002.19 (prorated)	\$ 47,203.56
• Paid Change Orders related to delay	\$ 30,990.02
• Work by others caused by delay and failure to perform contract:	
○ Blakemore: increased paving costs	\$ 15,494.00
○ Barfield Concrete: repair washed out curb	\$ 5,650.00
○ Charles Higgs Excavating: repair damage from wash	\$ 1,600.00
○ Piedmont Construction: install conduit for VA Power	\$ 2,475.00
○ Loftis Real Estate: additional management	\$ 2,641.63
○ Class A Grounds management	
▪ Remove silt from ditch (9/28/2008)	\$ 2,625.00
▪ Repair erosion issues (9/8/2008)	\$ 1,720.00
▪ Repair erosion issues (9/11/2008)	\$ 675.00
▪ Install new silt fence after new curbing installed (9/16/2008)	\$ 735.00
▪ Remove silt from ditch (11/12/2008)	\$ 2,625.00
▪ Remove dirt pile (11/17/2008)	\$ 15,847.50

- Site clean up; regrade access road (11/21/2008) \$ 14,263.74
 - Site clean up \$ 3,230.00
- Fee for renewal of letter of credit with City of Richmond \$ 4,370.00

Stony Point reserves the right to amend and revise its damages numbers as additional documents and information become available, and additional damages accrue. The above is exclusive of costs, expenses and legal fees related to the Project, as well as losses related to the decline in the fair market value of the lots at the Project and possible loss of sales of lots at the Project.

IV. Insurance Agreements.

Stony Point is not aware that any insurance agreement is necessary to be disclosed.

Dated: August 20, 2010

Respectfully Submitted,

STONY POINT LAND, INC.

/s/ Philip C. Baxa
 Philip C. Baxa, Esquire – VSB #22977
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CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of August 2010, a true and accurate copy of the foregoing was electronically filed with the Clerk of the Court for the Eastern District of Virginia, using the CM/ECF system, which thereby caused the above to be served electronically on all registered users of the ECF system that have filed notices of appearance in this matter, and mailed, by U.S. Mail, first class, postage prepaid, to the following:

Michael Donner, Esquire
Hubbard, Terry & Britt
293 Steamboat Road
Kilmarnock, VA 22482

_____/s/ Philip C. Baxa